

## Terms of Use

Last Modified: 1/8/20

### **Acceptance of the Terms of Use**

Please read the following Terms of Use carefully before you start using mycasclaims.com ("Injured Worker Portal").

**By registering to use the Injured Worker Portal, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.cas-services.com/CasWeb/policy.aspx>, incorporated herein by reference.** If you do not agree to or understand these Terms of Use, do not access or use the Injured Worker Portal.

These terms of use are entered into by and between you and Heartland Security Insurance Group ("Company," "we," or "us"), which includes any of its subsidiaries or affiliates, including but not limited to Claims Administrative Services, Inc. ("CAS"). The following terms and conditions, together with any documents they expressly incorporate by reference, (collectively, "Terms of Use"), govern your access to and use of the Injured Worker Portal, including any content, functionality, and services offered to you, whether as a guest or a registered user.

The Injured Worker Portal is offered and available to users who are at least 18 years of age and who have workers' compensation claims administered by CAS. By using this Injured Worker Portal, you represent and warrant that you are of legal age and sound mind to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Injured Worker Portal.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Injured Worker Portal thereafter. Your continued use of the Injured Worker Portal following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Injured Worker Portal and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Injured Worker Portal, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Injured Worker Portal is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Injured Worker Portal, or the entire Injured Worker Portal, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Injured Worker Portal. You are also responsible for ensuring that all persons who

access the Injured Worker Portal through your internet connection are aware of these Terms of Use and comply with them.

To access the Injured Worker Portal or the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Injured Worker Portal that all the information you provide is correct, current, and complete. You agree that all information you provide to register with this Injured Worker Portal or otherwise, including, but not limited to, through the use of any interactive features on the Injured Worker Portal, is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or we provide you with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person access to this Injured Worker Portal using your user name, password, or other security information. Our claims representatives will never ask you for your password.

You agree to notify us immediately of any unauthorized access or use of your user name or password or other security breach security. You agree to exit completely from your account at the end of each online session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or for no reason, including, if in our opinion, you have violated these Terms of Use.

### **Intellectual Property Rights**

The Injured Worker Portal and its entire contents, features, and functionality are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Injured Worker Portal for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Injured Worker Portal, except as follows:

- You may download and print a copy of any of your own claim information made available to you on the Injured Worker Portal.
- You may download and print a copy of any blank forms made available to you on the Injured Worker portal.
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

You must not modify copies of any materials from this site, with the exception of any blank forms you must fill in with specific information.

You must not delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Injured Worker Portal or any services or materials available through the Injured Worker Portal.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Injured Worker Portal in breach of the Terms of Use, your right to use the Injured Worker Portal will stop immediately. No right, title, or interest in or to the Injured Worker Portal or any content on the Injured Worker Portal is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Injured Worker Portal not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the terms CAS, its logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Injured Worker Portal are the trademarks of their respective owners.

### **Prohibited Uses and Conduct on Injured Worker Portal**

You may use the Injured Worker Portal only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Injured Worker Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use of the Injured Worker Portal, or which, as determined by us, may harm the Company or users of the Injured Worker Portal, or expose them to liability.

Additionally, you agree not to:

- Use the Injured Worker Portal in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Injured Worker Portal, including their ability to engage in real time activities through the Injured Worker Portal.
- Use any robot, spider, or other automatic device, process, or means to access the Injured Worker Portal for any purpose, including monitoring or copying any of the material on the Injured Worker Portal.

- Use any manual process to monitor or copy any of the material on the Injured Worker Portal, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Injured Worker Portal.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Injured Worker Portal, the server on which the Injured Worker Portal is stored, or any server, computer, or database connected to the Injured Worker Portal.
- Attack the Injured Worker Portal via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Injured Worker Portal.

### **The Information and Documents You Upload**

The Injured Worker Portal may allow you to upload and electronically transmit information and documents relevant to your claim to the Company in the form of messages, official state or federal forms, or other private records which may contain payment information, personal financial information, and personal health information, collectively “**Uploaded Documents.**” All Uploaded Documents must comply with the Content Standards set out in these Terms of Use.

It is your responsibility to read and comply with all instructions on forms you transmit to us. You understand and acknowledge that uploading and transmitting any information to CAS via the Injured Worker Portal does not relieve you responsibility for filing any document or form with any other private or government entity. Company does not have responsibility for transmitting or filing any Uploaded Documents to any other entity, including but not limited to any state agencies overseeing or administrating the operation of any workers’ compensation system, other than what may required by law.

Any Uploaded Documents will be considered confidential, but by providing any personal information to us on the Injured Worker Portal, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns the right to view that content, add that content to your claim file, and take any necessary actions related to that content to the degree allowed by law.

You represent and warrant that:

- You own or control all rights in and to the Uploaded Documents and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your Uploaded Documents do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Uploaded Documents, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any Uploaded Documents.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take any action with respect to any Uploaded Documents that we deem necessary or appropriate in our sole discretion, including if we believe that such Uploaded Documents violate the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Injured Worker Portal or the public, or could create liability for the Company.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Injured Worker Portal.
- Terminate or suspend your access to all or part of the Injured Worker Portal for any reason, without limitation, for violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Injured Worker Portal. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Content Standards**

These content standards apply to any and all Uploaded Documents and the use of any Interactive Services. Uploaded Documents must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Uploaded Documents must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Injured Worker Portal is made available solely for informational purposes related to your claim. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Injured Worker Portal, or by anyone who may be informed of any of its contents.

### **Changes to the Injured Worker Portal**

We update the content on this Injured Worker Portal from time to time, and strive for the information to be as current as possible, but its content may not be up-to-date. Any of the material on the Injured Worker Portal may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Injured Worker Portal**

All information we collect on this Injured Worker Portal is subject to our [Privacy Policy](#). By using the Injured Worker Portal, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Links to Other Sites**

The Injured Worker Portal may contain links to other sites and resources provided by third parties. These links are provided for your convenience only. If you decide to access any of the third-party websites linked to this Injured Worker Portal, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the State of Texas in the United States. We provide this Injured Worker Portal for use only by persons located in the United States. We make no claims that the Injured Worker Portal or any of its content is accessible or appropriate outside of the United States. Access to the Injured Worker Portal may not be legal by certain persons or in certain countries. If you access the Injured Worker Portal from outside the United States, you are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Injured Worker Portal will be free of viruses or other

destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF

BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Injured Worker Portal, including, but not limited to, your Uploaded Documents, any use of the Injured Worker Portal's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Injured Worker Portal.

### **Governing Law and Jurisdiction**

All matters relating to the Injured Worker Portal and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Injured Worker Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the City of Tyler, County of Smith, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, we may require you to submit any disputes arising from these Terms of Use or use of the Injured Worker Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.



### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Injured Worker Portal and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Injured Worker Portal.

### **Your Comments and Concerns**

This website is operated by Claims Administrative Services, Inc., 501 Shelley Drive, Tyler, TX 75701.

All other feedback, comments, requests for technical support, and other communications relating to the Injured Worker Portal should be directed to: 1-800-765-2412